

City of West St. Paul City Council Meeting
January 23, 2017
6:30 p.m.

1. Call to Order

Mayor Jenny Halverson called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Mayor Jenny Halverson and Councilmembers Ed Iago, Dave Napier, Dick Vitelli, John Bellows, Anthony Fernandez and Bob Pace.

Others present: Assistant City Manager Sherrie Le, City Attorney Korine Land, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, Police Chief Manila Shaver, Finance Director Joan Carlson and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

- Removed item 11.B. Robert Street U-Turns
- Acting Manager Le will review Consent Agenda item 9.H. Recycling Coordinator Agreement with Mendota Heights in more detail
- Clpn. Iago asked Public Works Director Beckwith about a work order payment and Director Beckwith explained this payment for a milling machine was the City's responsibility.

Motion was made by Clpn. and seconded by Clpn. to approve the amended agenda. All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Halverson gave an overview of the Council work session that took place prior to the regular meeting:

- Spoke with Ryan Schroeder about his skills and background; he will serve as our interim city manager;
- Roles and responsibilities meeting;
- Railing installation along Robert Street; and
- Search firm options for the permanent City Manager position.

6. Citizen Comments

No one present wished to speak this evening.

7. Council Comments

Clpn. Vitelli said our Mayor is a graduate of Sibley High School and it appears we have some students here to sing for us.

Mayor Halverson said thanks to everyone who came to the Neighborhood Meeting last week. We have another session this Thursday, January 26 at St. Stephen's Church at 6:30 p.m. and others that are published on the City website www.wspmn.gov. During the Neighborhood Meetings staff has been working with WSB to host a survey related to the comprehensive planning process the city will work on during the next couple of years.

8. Proclamations, Presentations and Recognitions

A. Proclamation for Frances Nelson

B. Sibley Choir - Kristen Jochum

Mayor Halverson introduced special guest and West St. Paul resident Frances Nelson. Clpn. Iago addressed the meeting, this is the pleasure of the Council, to honor the oldest person in the City of West St. Paul; a most beloved resident of our community. Mr. Jim McKie assisted Frances to the podium.

Kristen Jochum spoke and introduced members of the Sibley high choir. The students are present to sing Happy Birthday to Frances Nelson who celebrates her 105th birthday this month! She also asked Council to voice comments to the School board about an option for 7th and 8th graders to opt out of music classes. This is a concern because there is a lot of evidence that music is important.

The students sang Happy Birthday and two other songs which you can listen to on the City Facebook page. Frances also addressed the council and public and thanked everyone for their graciousness.

9. Consent Agenda

- A. Previous Meeting Minutes of 01-03-17 Special Organizational Meeting Minutes, 01-09-17 OCWS Minutes and 01-09-17 City Council Meeting Minutes
- B. Rental Licensing
- C. City Licensing
- D. List of Claims

- E. Emergency Management JPA Renewal
- F. Approve Minor Work Orders on Robert St. Phase 1 Improvements - Project #11-3
- G. All-Hazard Mitigation Plan Adoption
- H. Approve Including Mendota Heights in Shared Recycling Coordinator Program – Acting Manager Le said staff is happy to announce the City of Mendota Heights Council approved joining our Recycling program and we will share in the costs of the Recycling Coordinator who was recently hired. This is a positive collaborative effort between three cities.

Motion was made by Clpn. Iago and Clpn. Bellows to approve the consent agenda items listed above as presented. All members present voted aye. Motion carried.

10. Public Hearing

There were no public hearings scheduled for this meeting.

11. New Business

A. Consideration of Rental License Application - 966/976 Robert St - EIG Properties

Community Development Director Jim Hartshorn gave an overview. In April of 2016, the City Council revoked all rental licenses under the ownership of Eldon Marier at 966/976 Robert St. (29 units total). As a result, Mr. Marier opted to sell all 29 units. On May 18, 2016 Eris, LLC, which is managed by EIG Property Management, purchased the units formerly owned by Mr. Marier.

On June 27, 2016, City Council approved applications for the rental licenses of 32 units submitted by EIG Property Management (they also purchased 3 additional units from a different owner). Since this time, EIG has continued to purchase additional units and now owns 41 out of the 46 condos at the property, with the end goal of hopefully owning all units. As a result, EIG has submitted 9 new rental applications. All units have been inspected and have passed.

966 Robert St. S	976 Robert St. S
#203, #204	#103, #105, #203
#208, #308	#205, #306

Since the property continues to have police and code issues, staff opted to place the rental licenses on the regular agenda to review issues to date. The few police calls and code issues were reviewed and staff is recommending approval with conditions.

Com. Vitelli reviewed the property this evening. There seems to be quite a bit of debris and the building looks like it could use some attention. Alex Eaton, the owner, distributed pictures of a renovated unit. They have a cleaning service come Monday, Wednesday and Friday and they did an extra careful job. The issue reviewed by Com. Vitelli has been taken care of.

The duplex on Bernard is a separate property and not part of this association (966/976 Robert St.). Six months ago he bought and they have made the decision to sell. They have signed a contract but they recently learned the property was conditional zoned and can't be rented as a duplex.

The pictures show this is a good property. The units had upgrades about ten years ago so there haven't been huge remodels – more like carpet and appliances. They have invested a lot in the property already – parking lot and garage units. They hope to do more outside work and hopefully attract good tenants.

Com. Vitelli said the hallway carpeting is terrible and he is concerned the garages are substandard. Mr. Marier originally bought the Bernard property to increase parking and create another exit. Also another business owner in this area expressed interest in possible purchase. This may assist with the sale of the property and increase the parking. Mr. Eaton said they do have a parking attendant and he is not a developer so he hasn't considered a parking lot.

Clpn. Iago said thank you for cleaning up a mess. He still has concerns and distributed some pictures that were taken today. There is a fair amount of trash, the stairwells and ceilings are in disrepair. There is still work to be done. His concern is that while code enforcement has only had 6 compliant letters the code officer visits that address at least once a week. We get phone calls from some tenants and some of the issues are basic like vacuuming, trash in halls and outside. The interior really needs to be maintained and there is a long way to go. He does compliment what has been done but more needs to be done. Mr. Eaton said you are right – there is more work to be done. This process takes time. We evicted 15 people and that process took some time. There are also vacant units that have been used for squatting. He does feel like things are moving in the right direction. He needs to have licensing to be able to rent and generate income for improvements.

Mayor Halverson asked if it would be helpful if the code enforcement officer came back with a six month report.

Com. Vitelli asked Mr. Eaton - do you intend to buy more units? Mr. Eaton said he would like to buy the five units (garage units are considered separately). What has happened to Twin Pines? Mr. Eaton said he is the president of that condo association. He is having an accountant do an audit as the records have been poorly kept. He is also working through some legal steps with this property. They have been trying to do improvements without having to raise dues. Council said they know this is a big project and they appreciate the efforts.

Clpn. Iago asked for an increase in reviews and additional maintenance of the common areas.

Motion was made by Clpn. Vitelli and seconded by Clpn. Fernandez to approve the rental license for EIG Properties with the following conditions applied to the existing thirty-two (32) rental licenses:

1. The owner will abide by all Crime Free Lease Addendum requirements, including the following:

- All adult persons living at the Owner's units must sign a lease and any required addendum. No more than three unrelated persons may reside in any unit;
 - The Owner will utilize and enforce a Crime-Free Lease addendum. All residents must sign this addendum including an acknowledgment that a substantial violation of this addendum is grounds for eviction;
 - Upon request, the Owner will provide the results of any rental criminal background check on his tenants to the police department;
 - Upon request, the Owner will provide the City with a current copy of any lease used for the Properties;
 - The Owner will actively pursue the eviction of non-compliant tenants;
 - The Owner will have no unresolved code violations;
 - The Owner or a designated Manager shall attend 50% of ROMA meetings
2. The Owner shall properly enforce all lease agreements. If a tenant is in violation of a lease agreement the Owner shall resolve the issue accordingly, including trespassing of problem tenants. In addition, the Owner will also contact other agencies involved should a tenant be in violation, i.e. Dakota County for Section 8 Voucher recipients.
 3. The Owner shall comply with the Rental License Ordinance, including obtaining all required rental licenses prior to renting units and timely submittal of new and renewal applications of rental licenses.
 4. The Owner will cooperatively work and meet with City staff in resolving any currently unidentified issues or concerns that may be disruptive to the peace and harmony of the neighborhood resulting from activity at the property.
 5. The Owner shall maintain all interior and exterior common areas per City Ordinances, including:
 - Building Code
 - International Property Maintenance Code
 - Animal Ordinance
 - Fire Prevention Code
 - Repeat Nuisance Service Calls
 - Parked or Stored Motor Vehicles
 - Public Nuisance Ordinance
 6. The Owner will coordinate monthly inspections of the common areas with the Housing Inspector and Code Enforcement Officer.
 7. The nine (9) new units shall have the same annual renewal date of May 1 as the existing licensed units under ownership of EIG.

All members present voted aye. Motion carried.

B. Robert Street U-Turns

C. Consider Appointment of Interim City Manager

Attorney Korine Land gave an overview. On January 18 the interview committee consisting of Mayor Halverson, Councilmembers Iago and Vitelli, Asst. City Manager Sherrie Le and Attorney Land interviewed three candidates for the Interim City Manager position. It is the committee recommendation, to hire Ryan Schroeder for the position. Mr. Schroeder has 30

years' experience in city administration, 18 of which were served in Cottage Grove. Of the candidates interviewed, it was believed his skills and experience are best suited for this temporary position.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to approve the hiring of Mr. Ryan Schroeder as Interim City Manager, a temporary city employee, as presented. All members present voted aye. Motion carried.

Mayor Halverson introduced Mr. Schroeder who spoke to the Council and public. Mr. Schroeder looks forward to working with West St. Paul and setting the city up for a permanent City Manager.

D. Approval of City Manager Search Firm

Attorney Korine Land solicited proposals from search firms qualified to conduct the City Manager search. Members reviewed details about each of the firms. The Council has several options:

- Choose to interview one or all of the search firms before selecting one;
- Make a selection tonight and add it to the Council agenda to enter into a contract with a particular firm; or
- Ask for additional proposals.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to enter into a contract with the Mercer Group / Jim Miller as presented. All members present voted aye. Motion carried.

12. Old Business

A. Consider Retaining the Services of Lobbyist Joel Carlson

Mr. Carlson has been a tenacious representative for us in the last couple of years. We paid for his services in 2015 and he agreed to stay on for free on 2016. We are again seeking 12 million via Sen. Klein and others. Mr. Carlson has represented us very well. We are hopeful this year will be more productive.

Mr. Joel Carlson is happy to answer any questions. We hope the legislature will bring resolution to a bonding bill this year and recognize the funding needed for the Robert street project. Councilmember Napier, Vitelli, Bellows and Halverson have spoken on behalf of West St. Paul. We have some work cut out for us but he is hopeful this year.

Clpn. Bellows appreciates Mr. Carlson's work in the last two years. Given the change in control of legislature and ongoing financial issues would you characterize this year as harder or easier. Mr. Carlson said about the same place we were last year. It takes 41 votes to pass a bonding bill and we had that before, but to make progress, it will take a lot of bipartisan support. Votes from both sides will be needed to get this done.

Clpn. Napier said welcome and thanks. When we first spoke about getting a lobbyist Mr. Carlson was very helpful in getting us to meet key people. This is an important role and we still have a shot and we need to take advantage of opportunities to get before the legislature.

Clpn. Iago said one issue is this could potentially be an uphill battle. We asked Senator Klein if a lobbyist would be beneficial. What we heard from him was not in the "yes" category. A similar question was asked of Senator Hansen and it was not too popular. Clpn. Iago is not sure the merit is compensated in this situation.

Mr. Carlson said he does believe there is value in hiring him to lobby. When there is a meeting at 2:00 a.m. - your interests are covered at the capital. We bring in a different view to your project and your legislatures. We will talk to people across the state on these important issues who serve the committee.

Clpn. Vitelli and Mayor Halverson are in favor of retaining Mr. Carlson's services.

Clpn. Fernandez asked what's different this time. Mr. Carlson said there is an attitude now that something needs to happen. "Nothing happening" did not work and the legislature simply has to accomplish some things. They know this now. There is a backlog of bonding projects and transportation projects. The push to get something done is greater than in the past. Also the effort the city has put in on Robert Street merits their consideration as opposed to a project that has not done anything and has no commitments. They need to recognize your efforts and the costs to your taxpayers.

Clpn. Bellows agrees with the unfairness of the situation. Because this project is almost complete it doesn't fit in the normal bonding bill and it comes out of a fund that there is little interest in. Where would the funding come from? Mr. Carlson said it would likely be in the traditional bonding bill and because of the advancements that have been on this project we need to be in the cash part of this bonding bill. We have also had conversations about the turn-back program.

Mayor Halverson said if we were looking to spend \$12 million on a project we would be looking at consultants and others to make sure we are getting the best bang for our buck. This is an important piece of the Robert Street project.

Motion was made by Clpn. Vitelli and Clpn. Napier to retain the consultant services of Lobbyist Joel Carlson for securing additional state resources for the Robert Street reconstruction project and possibly other city projects. All members present voted aye. Motion carried.

B. Approve Plans and Specifications and Authorize Ad for Bids for 2017 Street Improvements Project #17-1

Public Works Director Ross Beckwith gave an overview. He said the City's consultant, Bolton & Menk, has completed the plans and specifications for this year's street improvement project. The following streets are included in the 2017 Street Improvement Project:

Street	From	To
Charlton Ave.	Marie Ave.	Trunk Hwy 110
Bidwell St.	Marie Ave.	Crusader Ave.
Edgewood Ln.	Charlton St.	East end
Sherwood Ct.	Charlton St.	East end
Humboldt Ave.	Wentworth Ave.	Marie Ave.
Kraft Rd.	Humboldt Ave.	Livingston Ave.
Fox Ridge Dr.	Livingston Ave.	Livingston Ave.
Fox Ridge Ct.	Fox Ridge Drive	West end
Runge Ln.	Smith Ave.	Charlton St.
Edith Dr.	Smith Ave.	Bellows St.

The project includes all of the reconstruction design elements previously discussed/approved by Council including:

- New concrete sidewalk on the west side of Humboldt Ave. and the north side of Kraft Road.
- Narrowing Bidwell St. 4-feet (pulling in the west curb line) and posting No Parking on the west side.
- Reconstructing Edgewood Lane to an urban section with curb and gutter and asphalt pavement, at width of 22 feet, and constructing a turnaround at the end of the road.

Residents were notified by a letter dated January 10, 2017 to come and view the nearly completed plans at City Hall or on-line. There has been a decent amount of turnout from residents this past week coming into City Hall which is encouraging. This project will be formally advertised in February and has a bid opening date of February 27, 2017.

The replacement of the asphalt in the westerly Sports Complex parking lot and overlaying of trails in the park is included in the plan set to take advantage of more competitive asphalt pricing.

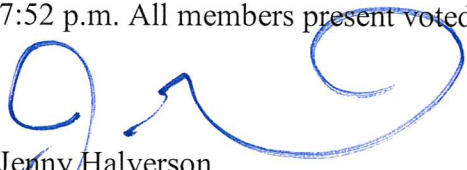
Clpn. Bellows spoke with Director Beckwith and they talked about the people that have been asking questions and are interested in the street projects. Some of the issues in the project have been settled and some are not but will be.

Clpn. Vitelli asked about Foxridge owners including the project assessment fee in with the association fee. Attorney Land said the city will notice (a letter sent) all the property owners affected and what they do is up to them (meaning that what the property owner does in regard to payment is up to them).

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to approve plans and specifications and authorize ad for bid for the 2017 Street Improvements Project No. 17-1. All members present voted aye. Motion carried.

13. Adjourn

Motion was made by Clpn. Bellows and seconded by Clpn. Fernandez to adjourn the meeting at 7:52 p.m. All members present voted aye. Motion carried.



Jenny Halverson
Mayor
City of West St. Paul

PROCLAMATION
FRANCES NELSON DAY
JANUARY 23, 2017

WHEREAS, Frances Nelson was born on January 20, 1912 in Granite Falls, Minnesota and will celebrate her 105th birthday this year; and

WHEREAS, Fran moved to West St. Paul since 1955 with her husband Lloyd and children; and

WHEREAS, Fran raised her two children after her husband's early passing; and

WHEREAS, Fran worked for State Capital Credit Union and Republic Airlines Credit Union until retiring at the age of 75; and

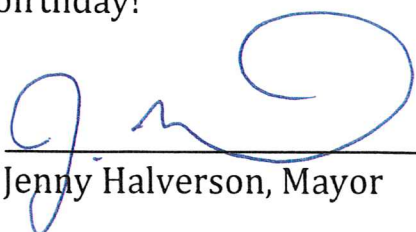
WHEREAS, Fran has belonged to several clubs and organizations including the St. Paul Women's Club where she played bridge for twenty five years and taught bridge to others; and

WHEREAS, Fran currently resides at One Thompson Avenue; and

WHEREAS, Fran is happily surprised that the City Council and City staff make her a special day and celebrate her birthdays over 100 each year; and

WHEREAS, Fran knows she is very blessed to have a wonderful family, great personal and professional friendships and continued health.

BE IT RESOLVED, that the Honorable Mayor Jenny Halverson and the members of the City Council of the City of West Saint Paul recognize Frances Nelson for being a wonderful resident, and friend to so many, and they congratulate her on celebrating her 105th birthday!



Jenny Halverson, Mayor

On Motion of 1290

Seconded by Bellows

RESOLUTION NO. 17-07

RESOLUTION TO ADOPT THE DAKOTA COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of West St. Paul has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Dakota County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Dakota County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Dakota County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Dakota County will maintain public participation and coordination; and

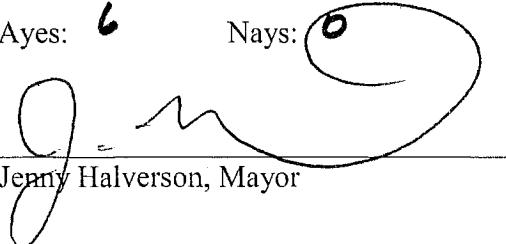
WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Dakota County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of West St. Paul supports the hazard mitigation planning effort and wishes to adopt the Dakota County All-Hazard Mitigation Plan.

Adopted by the City Council of the City of West St. Paul this 23rd day of January, 2017.

Ayes: 6 Nays: 0

Jenny Halverson, Mayor

Attest: 
Chantal Doriott, City Clerk

On Motion of Clpn. *Iago*

Seconded by Clpn. *Bellows*

RESOLUTION NO. 17-08

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of West St. Paul, ("City"); and

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

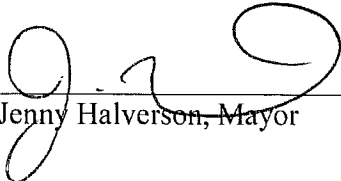
WHEREAS, the City is willing to retain the County to provide Emergency Management Services.


NOW, THEREFORE, Acting City Manager Sherrie Le is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 23rd day of January, 2017.

Ayes: 6 Nays: 0

Attest:


Jenny Halverson, Mayor


Chantal Doriott, City Clerk

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of West St. Paul, ("City"); and

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. PURPOSE. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. SCOPE OF SERVICE: The County will provide services and training in accordance with the annual MNWALK requirements for each respective calendar year throughout the term of this Agreement. MNWALK requirements are determined by the Minnesota Homeland Security and Emergency Management (HSEM) division of the Minnesota Department of Public Safety. The Scope of Service is further described in Exhibit 1, which is incorporated in this Agreement.

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

8.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

Bud Shaver
Chief of Police
1616 Humboldt Ave.
West St. Paul, MN 55118
Telephone: 651-552-4201

To the County:

Jim Iliff
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

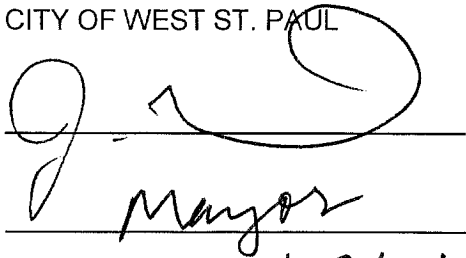
8.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

8.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

8.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

8.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in

CITY OF WEST ST. PAUL



A handwritten signature, likely of the Mayor, is written over a horizontal line. The signature is stylized and cursive.

Date of signature: 1-26-17

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 17-09

APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE AD FOR BID
2017 STREET IMPROVEMENTS PROJECT NO. 17-1

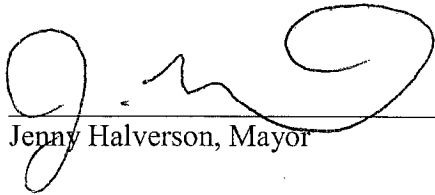
WHEREAS, pursuant to resolutions passed by City Council on October 24, 2016 and November 28, 2016 staff has prepared plans and specifications for the 2017 Street Improvement Project No. 17-1; and

WHEREAS, the plans will be advertised as required by Minnesota Statutes, Sections 429.011 to 429.111.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST ST. PAUL, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

Adopted by the City Council of the City of West St. Paul the 23rd day of January, 2017.



Jenny Halverson, Mayor

Attest:



Chantal Doriott, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of January, 2017, by and between the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, ("City") and the Mercer Group, 2119 Lake Augusta Dr., Mendota Heights, MN 55118 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:
 - i. A proposal dated January 17, 2017, incorporated herein as Exhibit 1;
(Hereinafter "Exhibit.")
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibit, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibit.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in the Exhibit. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibit. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. Contractor agrees to comply with all federal, state and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under

this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Assistance City Manager Sherrie Le to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Jim Miller to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers' Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of West St. Paul
1616 Humboldt Ave.
West St. Paul, MN 55118
Attention: Sherrie Le
651-552-4108

Or emailed: sle@wspmn.org

If to Consultant: The Mercer Group
2119 Lake Augusta Drive
Mendota Heights, MN 55118
Attn: Jim Miller
612-581-9972

Or emailed: jf_miller@outlook.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

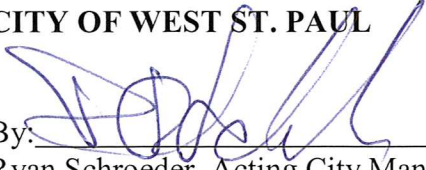
15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally blank]

CITY OF WEST ST. PAUL

By: 

Ryan Schroeder, Acting City Manager

THE MERCER GROUP

By: _____

Its: _____

EXHIBIT 1 PROPOSAL

The fee for the services outlined is \$15,000 plus not-to-exceed expenses of \$5,500. The cost to conduct a partial search for the City Manager position is \$10,250 plus \$4,000 in not-to-exceed expenses. Items typical of a similar search with their associated costs are broken down as follows:

Full Search:

Position Analysis	\$ 2,000
Outreach Campaign	2,000
Resume Review	1,500
Candidate Screening	4,000
Background Investigation	4,000
Interview Process	1,000
Negotiation and Follow-up	500
TOTAL FEE	\$15,000

For a full search, not-to-exceed expenses of \$5,500 are for consultant travel, lodging and per diem, telephone, correspondence, advertising, research, sourcing, reference and background investigation, data assemblage and distribution, and report preparation.

Because of our other ongoing consulting and search work and our experience and because we will be conducting most of this recruitment from our Minnesota office, expenses should be considerably less than budgeted. The cost for final candidates to travel to interview with the City is not included. Such costs are typically paid by the client on a reimbursement basis, directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. Typically, out-of-state costs run about \$750 to \$1,000 per person.

The City's liability to The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City in writing.

We will submit regular invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon delivery of the Final Report (Interview Guide with candidate information). Each invoice is due and payable upon receipt for professional services. Expenses will be billed at the end of the search.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards and Minnesota law.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Minnesota.